

## **WIC: Local Agency Nutrition Services**

### **1.0 PURPOSE/BACKGROUND:**

- 1.1. The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide nutrition education, **nutritious** supplemental foods, and referrals **to other health and social services** at no cost to eligible persons.
- 1.2. The WIC Program serves as an adjunct to good health care during critical times of growth and development, in order to prevent the occurrence of health problems and to improve the health status of those served.
- 1.3. The purpose of this contract is to provide funds to support the delivery of the services and benefits of the WIC Program to eligible participants through qualified community agencies.
- 1.4. The terms of this contract are derived from the language set forth in 7 CFR 246 of the Code of Federal Regulations located at: [www.fns.usda.gov/wic/lawsandregulations](http://www.fns.usda.gov/wic/lawsandregulations). The Contractor shall familiarize itself with these regulations and shall abide by its applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which will be made available throughout the duration of the contract. The Missouri WOM will be provided by Department of Health and Senior Services (Department) and is incorporated by reference as though fully set forth herein.

### **2.0 CERTIFICATION DELIVERABLES:**

- 2.1 The Contractor shall process all applicants within the statutory timeframes.
- 2.2 The Contractor shall serve all applicants based on the participant priority system.
- 2.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 2.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:
  - 2.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions allowed;
  - 2.4.2 Requiring proof of identification and proof of residency of the applicant;
  - 2.4.3 Requiring proof of income and accurately assessing the income to determine income eligibility status according to guidelines issued by the Department;
  - 2.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using current WIC Program standards and risk factors issued by the Department;
  - 2.4.5 Providing appropriate notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;
  - 2.4.6 Providing the applicant a clear explanation of the risk factors for which the applicant is qualified, the food package which the applicant is to receive, the appropriate nutrition and

breastfeeding education contact, the applicant's rights and responsibilities as a participant in the WIC Program and the purposes and procedures of the WIC Program;

- 2.4.7 Ensuring that proper documentation of participant eligibility is kept and is available for review upon request by the participant, the Department, and the United States Department of Agriculture (USDA); and
- 2.4.8 Updating participant records in the Department database as necessary, including making changes, correcting, terminating, reinstating and recording nutrition education received.

2.5 The Contractor shall maintain strict confidentiality of all applicant, participant, and client information or records supplied to it by the Department or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department, applicant, participant, client, the parent or legal guardian of the applicant, participant or client unless such disclosure is required by law, by the regulations governing the WIC Program or as specifically permitted, in writing, by the applicant, participant, or guardian. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees.

2.6 The Contractor shall use the Department's designated nutrition assessment forms (<http://www.dhss.mo.gov/WICLWP/forms.html>) to determine the WIC participant's nutritional risk(s) and counsel participants according to nutrition standards.

2.7 The Contractor shall document all participant-centered nutrition and health goals as established between the Contractor and participant.

2.8 The Contractor shall implement requirements for the development of value enhanced nutrition assessment that the Department determines necessary based on USDA requirements.

### **3.0 FOOD PACKAGE ISSUANCE DELIVERABLES:**

3.1 The Contractor shall issue food packages in compliance with the Missouri WOM.

3.2 The Contractor shall assure that every applicant determined eligible for the WIC Program is issued an appropriate food package and receives food instruments (FI) for the food package on the same day the applicant is determined eligible.

3.3 The Contractor shall assure that WIC eligible individuals with metabolic disorders, who require special medical foods, receive those foods through their private insurance or the Metabolic Formula Program as the primary source, up to the amount required by Missouri state law.

### **4.0 FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES:**

4.1 The Contractor shall provide FIs to eligible participants in compliance with Missouri WOM policy which includes:

- 4.1.1 Assuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

- 4.1.2 Assuring food instruments are issued only to participants in a current period of eligibility, with a current WIC system certification record, and assuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and
- 4.1.3 Assuring participants, guardian(s), or authorized proxies of participants are given instructions on the proper use of the FIs.
- 4.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time food instruments are created through the data system to issuance to the participant or other final non-issued disposition.
  - 4.2.1 If the Contractor issues FIs to an applicant or participant who is not eligible; fails to adequately prevent dual participation by participants or fraud by the Contractor's staff member(s); or fails to properly account for FIs and maintain appropriate support documentation; the Department may bill the Contractor for the redeemed value of such food instruments.
  - 4.2.2 The Contractor shall reimburse the Department for such FIs from non-WIC funds.
- 5.0 NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES:**
  - 5.1 The Contractor shall provide nutrition education, breastfeeding education, promotion and support services to participants, which includes, but is not limited to:
    - 5.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/guardian of an infant or child;
    - 5.1.2 Developing participant-centered nutrition and/or health goals with every participant;
    - 5.1.3 Conducting follow-up with the participant on their health and/or nutrition goal within two certification periods;
    - 5.1.4 Providing nutrition education contacts to children when feasible;
    - 5.1.5 Providing nutrition education contacts designed to be easily understood, to bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences, to emphasize the relationships between proper nutrition and good health, and to assist the participant in achieving positive changes in food selection and physical activity habits;
    - 5.1.6 Assuring that participants are not denied supplemental foods for failure to participate in nutrition education;
    - 5.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
    - 5.1.8 Providing substance abuse information at each certification and recertification and referrals as appropriate to participants;
    - 5.1.9 Providing all women participants who will be terminated from the WIC Program a nutrition education counseling session and exit brochure;
    - 5.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal and who provided the nutrition education; and
    - 5.1.11 Assuring that nutrition and breastfeeding education materials provided to participants are consistent with current standards of professional practice, reviewed with participant and appropriate for use with the target audience.

**6.0 CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES:**

- 6.1 The Contractor shall assure that clinic locations and hours are available which minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel distance for applicants and parent(s) or guardian(s).
- 6.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.
- 6.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Indians; and homeless individuals.
- 6.4 The Contractor shall assure WIC is available in their service area by:
  - 6.4.1 Notifying the State WIC office in writing at least 60 days prior to opening, relocating, **reducing hours**, or closing a clinic site or satellite facility.
  - 6.4.2 Completing an impact analysis before opening, relocating, **reducing hours** or closing any clinic site including satellite facilities. **The impact analysis includes completing the Impact Analysis template (or providing equivalent information) and sending it to the assigned technical assistance staff for approval. For planned or anticipated changes, the Impact Analysis must be submitted 60 days in advance.**
- 6.5 The Contractor shall assure continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP). ERDP guidelines will reflect the purpose, authority and responsibilities developed locally.
- 6.6 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.
- 6.7 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program.
- 6.8 The Contractor shall promote and enforce a drug free work environment.
- 6.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site.
- 6.10 The Contractor shall have a written procedure for handling complaints and grievances.
- 6.11 The Contractor shall ensure that WIC staff does not share individual user identification and/or passwords to the data system. Penalties will be assessed to the Contractor according to Missouri WOM policy when the sharing of individual user identification or passwords is discovered.

**7.0 CLINIC MANAGEMENT, COORDINATION DELIVERABLES:**

- 7.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs including

written information on MoHealthNet (formerly Medicaid) and information and brochures regarding newborn screening.

- 7.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MoHealthNet or MoHealthNet Managed Care, and substance abuse education.
- 7.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related responsibilities of each agency. The agreement shall be approved by the Department during the application process and shall be on file at both the State and local agency. No WIC Program funds shall be used to reimburse the health agency for the health services provided. However, costs of the WIC certification borne by the health agency may be reimbursed.
- 7.4 The Contractor may subcontract for the provisions of services as described in this contract, provided that any subcontract include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in Missouri State Regulation 19 CSR 10-2.010(5)(A) through 19 CSR 10-2.010(5)(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The agreement shall be on file with both the Department and the Contractor. This agreement is due to the Department at the designated time the Local Agency Plan (LAP) is due. The Contractor shall ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorneys fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein
- 7.5 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that:
- 7.5.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- 7.5.2 Shall not henceforth be in such violation, and
- 7.5.3 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- 7.6 The Contractor shall be responsible for assuring that all personnel including those of any subcontractor(s), are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request
- 7.7 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles and funding source information as included herein.
- 8.0 ASSESSMENT, PLANNING, AND EVALUATION DELIVERABLES:**
- 8.1 The Contractor shall, at least annually, assess the needs of WIC participants and potential WIC participants using tool(s) provided by the Department as requested, and use such assessments to improve the effectiveness of local service provision. This shall be done in order to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.
- 8.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the plan throughout the year for self-assessment.
- 8.2.1 The LAP shall be submitted to the Department by September 1 of the current contract year if the Contractor wishes to provide WIC services.
- 8.2.1.1 Failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until compliance is met.
- 8.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:
- 8.2.2.1 An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
- 8.2.2.2 Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 8.3 The Contractor will manage the program based on the goals and objectives in the approved LAP.
- 8.4 The Contractor shall, at least monthly, follow up on no-show applicants and participants, reschedule missed appointments and provide adequate and appropriate notice of upcoming appointments.
- 8.5 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

- 8.6 The Contractor shall announce publicly the availability of WIC Program benefits in the first quarter of each contract year, and when significant WIC Program changes have occurred which affect the local population and local participants.

## **9.0 STAFFING DELIVERABLES:**

- 9.1 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. This staff shall include:

9.1.1 A WIC Coordinator;

9.1.2 A Nutrition Coordinator/Nutritionist;

9.1.2.1 The Contractor is required to have a qualified nutritionist providing nutrition education and counseling to high-risk participants.

9.1.2.2 All Registered Dietitians (RDs) must be licensed in Missouri to practice dietetics in Missouri.

9.1.3 A Breastfeeding Coordinator;

9.1.4 A Vendor Contact Person;

9.1.5 A Competent Professional Authority (CPA);

9.1.6 A National Voter Registration Act (NVRA) Liaison;

- 9.2 The Contractor may use the following staff to assist with the WIC certification process:

9.2.1 WIC Certifiers;

9.2.2 Health Professional Assistants (HPAs);

9.2.3 Nutrition Educators; and

9.2.4 Administrative/clerical staff.

## **10.0 TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES:**

- 10.1 The Contractor shall assure that the Contractor's staff and subcontractor's staff, if applicable, performing WIC services have successfully completed all requirements defined by the Department as necessary to be considered trained on WIC procedures according to Missouri WOM policy.

10.1.1 The Contractor shall assure that any volunteers used to perform specific WIC functions or duties are appropriately trained and supervised for the function they are performing.

10.1.2 The Contractor shall assure that staff/volunteers attend required training provided by the Department.

10.1.3 The Contractor shall assure that WIC staff complete On-the-Job Training for WIC Basic Orientation Training provided by the Department for Clerical and HPA staff responsibilities.

10.1.4 The Contractor shall accept training on WIC procedures, from the Department or its designee, when required or deemed appropriate by the Department.

10.1.5 The Contractor shall maintain records at the local agency to show trainings that have been completed by each staff member for audit purposes.

- 10.1.6 The Contractor shall pay for all **WIC-allowable** expenses incurred by Contractor personnel attending any **state-WIC-approved** training in any location.
- 10.2 The Contractor shall accept technical assistance on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC staff.
- 10.3 The Contractor shall conduct Civil Rights training to include Title VI Compliance in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI listed in the U.S. Department of Justice nondiscrimination implementing regulations policies and procedures, 7 CFR Part 15 implementing USDA regulations on nondiscrimination in federally assisted programs and the FNS 113-1 Civil Right Instruction.
- 10.4 The Contractor shall conduct annual Voter Registration training with all staff in accordance with Missouri WOM policy.
- 10.5 The Contractor shall provide the Department's Program for Dietetic Interns (PDI) interns with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:
  - 10.5.1 Provide necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetic interns educational and supervisory experiences in dietetics at the site(s);
  - 10.5.2 Designate a Registered Dietitian or Nutrition Coordinator as Site **Preceptor** who shall be responsible for the interns and act as the PDI Site **Preceptor** with the Department;
  - 10.5.3 Provide the PDI Director or Dietetic Student Education Coordinator with an **Evaluation of Intern by Preceptor, Preceptor Evaluation of PDI**, and other such information as may be requested concerning the interns' participation at the site(s);
  - 10.5.4 Provide such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and
  - 10.5.5 Allow interns access and use of the library, **break room, parking**, and cafeteria facilities if applicable.
- 10.6 **Special training funding shall be used for allowable expenses for either required WIC training or training approved by WIC.**
  - 10.6.1 **Allowable training expenses include expenses associated with and approved by the Department for travel to and from training, staff time to attend training, lodging, and meals.**
  - 10.6.2 **Training for nutrition education and breastfeeding promotion and support shall be documented on the invoice request for payment.**

## **11.0 FISCAL REQUIREMENTS DELIVERABLES:**

- 11.1 The Contractor shall maintain complete, accurate, documented, and current accounting of all contract funds received and expended.
- 11.2 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds shall be included in the LAP budget and reported in the monthly billing **as in-kind**.
- 11.3 The contract amount for caseload and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 11.4 The Contractor may request additional funds to cover expenses of replacement staff to attend required training if such expenses will cause the Contractor to exceed the contracted funds.
  - 11.4.1 The Contractor shall make the request in writing and must include appropriate documentation of the need for additional funds.
  - 11.4.2 The Contractor is responsible for tracking and documenting the costs and the need for additional funds.
- 11.5 The Contractor will be reimbursed for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the Missouri WOM.
  - 11.5.1 **To provide WIC services** the Contractor shall submit a budget **through the LAP process** to the Department for written approval by the date to be announced in writing by the Department. The Department shall not reimburse the Contractor for any costs before the budget **in the LAP** is approved.
  - 11.5.2 Allowable costs for the contract include personnel compensation and benefits, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, facility costs, indirect costs, and special funding costs.
  - 11.5.3 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy.
  - 11.5.4 Allowable costs that meet the definition of indirect costs as detailed in OMB Circular A-87, **A-122 and A-21**, whichever is applicable, shall not exceed eight percent (8%) of total direct contract costs. Indirect costs are those costs incurred for common or joint purposes benefiting more than one activity and not readily identifiable to a particular program or activity. Contractors are required to retain documentation and present documentation as requested to support amounts billed for indirect costs.
  - 11.5.5 The Contractor shall define, in the budget and on each reimbursement request, the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth (1/6th) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

- 11.5.6 The Contractor shall appropriately designate staff time to functions performed in the budget and on each reimbursement request.
- 11.6 The Contractor shall submit to the Department a monthly reimbursement request for the prior month's expenses, with required documentation, by the 10th of the following month, except in June. The Contractor will be notified in advance of the June submission date, which will be coordinated with the end of the state fiscal year.
  - 11.6.1 Each monthly reimbursement request shall be submitted via the online "WIC INVOICING APPLICATION".
  - 11.6.2 Each monthly reimbursement request shall display the Contractor's unique local agency number assigned by the WIC Program and the month and year identified for the month being submitted, to make each monthly submission a uniquely identifiable invoice for that month.
  - 11.6.3 The Department reserves the right to deny reimbursements on costs submitted more than 60 days after the due date.
  - 11.6.4 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 11.7 The Contractor shall use the funds for only the approved activities and materials as budgeted and approved. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment 1). Changes among budgeted categories shall be requested according to Missouri WOM policy and approved prior to expending funds.
- 11.8 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor/Provider, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.
  - 11.8.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
  - 11.8.2 The Contractor/Provider must fax the ACH/EFT application to: Office of Administration, Division of Accounting at the fax number listed on the form.

## **12.0 EQUIPMENT/SOFTWARE DELIVERABLES:**

- 12.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the agency and by the state office including:
  - 12.1.1 Items having a value of \$500.00 or higher and sensitive items.
  - 12.1.2 Items having a useful life of two years or more.
- 12.2 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

- 12.3 The Contractor shall be responsible for assuring equipment, resources, and software purchased with WIC Program funds or purchased by the Department and placed for use in a Contractor's facility or subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.
- 12.3.1 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.
- 12.3.2 The Contractor shall maintain and make available a filing system for Missouri Department of Health and Senior Services Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment.
- 12.4 The Contractor shall ensure that all computers purchased with WIC funds or purchased by the Department and on loan to the Contractor extend administrative privileges to Department staff to access local computers to install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.
- 12.4.1 If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.
- 12.4.2 The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall use the specifications for anti-virus and anti-spy ware software and specifications for network security provided by the Department.
- 12.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.
- 13.0 CASELOAD DELIVERABLES:**
- 13.1 The Department reserves the right to reallocate funds based on cumulative caseload captured and documented in the WIC Program data system, and a projected caseload. Caseload is defined as the number of program participants **served in a month**.
- 13.2 The Department may adjust the annualized caseload with either an increase or decrease based on a quarterly review of participants served.
- 13.2.1 The Department will notify the Contractor of any increase or decrease in caseload at the quarterly review.

- 13.2.2 The contractor will be reimbursed for each participant provided service at a per participant rate not to exceed the amount stated on the attached Budget (Attachment 1).
- 13.2.3 Quarterly reviews of the caseload served and projected may result in changes to caseload funding.

#### **14.0 COMMUNICATIONS/RECORD-KEEPING DELIVERABLES:**

- 14.1 The Contractor shall **install the most recent** version of the Missouri WOM **on all computers used for WIC services** for easy access by all WIC employees. Updates to the WOM will be provided by the Department when necessary **and shall be shared with all WIC staff. The agency is responsible for ensuring all staff use updated policies and guidance.**
- 14.2 The Contractor shall be responsible for assuring that all WIC Staff receive information sent from the state office. Such information may be sent electronically, available on the Department of Health and Senior Services web site at <http://www.dhss.mo.gov/wic/WICupdates/index.html> or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.
  - 14.2.1 The Contractor shall assure that the WIC Coordinator and the Nutrition Coordinator have unique department-provided or agency-provided email addresses if those roles are filled by separate persons. Private email addresses cannot be used to transmit **confidential** information.
- 14.3 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.
- 14.4 The Contractor shall keep full and complete records concerning WIC program operations until an audit clearance letter authorizing record destruction is received from the Department. This paragraph modifies Paragraph 5 of the Missouri Department of Health and Senior Services Terms and Conditions only to the timeframe that the Contractor must maintain documents.
- 14.5 The Contractor shall maintain records, compile data, and submit reports as required to permit effective enforcement of the nondiscrimination laws.
- 14.6 The Contractor shall be responsible for reviewing reports available for WIC Program operations.

#### **15.0 MONITORING, FINDINGS, VIOLATIONS, AND SANCTIONS DELIVERABLES:**

- 15.1 The Contractor agrees to an on-site monitoring visit from the Department to monitor contract compliance, which will be arranged 60 days in advance in writing.
- 15.2 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department monitoring within the timeframe requested.

- 15.3 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested.
- 15.4 The Contractor shall complete and submit a self-monitor report as part of their management evaluation to review local WIC operations when requested by the Department and within the timeframe requested.
- 15.5 When the Department determines through contract monitoring documented patterns of repeat findings, consultations, or desk audits that the Contractor has failed, without good cause, to demonstrate efficient and effective administration of the WIC Program, to develop an approved CAP in response to monitoring or other non-compliance, to comply with its approved corrective action plan, to provide responses to requests from the Department by specified due dates or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the Contractor with the withheld funds.
- 15.6 The Department has the right to disqualify the Contractor when through a review the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area.
- 15.7 The Department has the right to penalize or fine the Contractor up to ten thousand dollars (\$10,000) for the misuse or illegal use of WIC Program funds, property, or assets.
- 15.8 The Contractor shall investigate alleged or suspected participant violations, including, but not limited to, documentation maintained and available for review concerning dual participation, investigations of participant violations and sanctions; notification to participants who have been sanctioned for program violations of the right to a fair hearing; and authorization from the Department for any action that disrupts a participant's program participation and benefits when program violation is substantiated.
- 15.9 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

#### **16.0 CONTRACTOR'S PERSONNEL:**

- 16.1 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
  - 16.1.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- 16.1.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 16.1.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.2 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- |                      |   |
|----------------------|---|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.  |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has already submitted documentation with a notarized date on or after <b>September 1, 2009</b> , to a Missouri state agency including Division of Purchasing and Materials Management.   |

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**  
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under WIC: Local Agency Nutrition Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you DO NOT have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009.**

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID  
Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



## MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

### 1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for arbitration or litigation of any dispute shall be Cole County, Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

#### Uniform Administrative Requirements

A-102 - State/Local Governments

2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)

#### Cost Principles

2 CFR 225 - State/Local Governments (OMB Circular A-87)

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all applicable Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this contract or agreement. These may include but are not limited to: **(a)** Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; **(b)** Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d)); **(c)** Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; **(d)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; **(e)** the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; **(f)** Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; **(g)** Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; **(h)** Missouri Governor's E.O. #94-03 (excluding article II due to its repeal); **(i)** Missouri Governor's E.O. #05-30; and **(j)** the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

c. The Contractor/Provider and any subcontractors shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor/Provider shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor/Provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

d. The Contractor/Provider shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

e. The Contractor/Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

f. The Contractor/Provider shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

g. The Contractor/Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

h. The Contractor/Provider shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor/Provider is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor/Provider. The Contractor/Provider agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the Contractor/Provider shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

i. If the Contractor/Provider is a subrecipient as defined in OMB Circular A-133, Section 210, the Contractor/Provider shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.



## MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

### 2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it and any of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor/Provider shall include the certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

### 3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor/Provider.

### 4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

### 5. DOCUMENT RETENTION

The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

### 6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).



## **MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS**

### **7. PUBLICITY**

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

### **8. COPYRIGHTS**

If any copyrighted material is developed as a result of this contract or agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### **9. LIABILITY**

a. The relationship of the Contractor/Provider to the Department shall be that of an independent contractor. The Contractor/Provider shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor/Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor/Provider's subcontractors, employees and agents. The Contractor/Provider shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract or agreement. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

b. The Contractor/Provider shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's/Provider's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor/Provider. However, the Contractor/Provider shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

### **10. AMENDMENTS**

Any changes to this contract or agreement shall only be made by execution of a written amendment on the Department's Form DH-71 or other form approved by the Department.

### **11. MONITORING**

a. The Department reserves the right to monitor this contract or agreement during the contract/agreement period to ensure financial and contractual compliance.

b. Contractors/Providers deemed high-risk by the Department may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract or agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor/Provider to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor/Provider prior to the effective date of the high-risk status.

### **12. RETURN OF CONTRACT/AGREEMENT**

Return of the proposed contract or agreement within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract or agreement by the Department.

### **13. OVERPAYMENT**

If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

### **14. EQUIPMENT**

a. Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than \$5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

b. Equipment purchased by the Department and placed in the custody of the Contractor/Provider shall remain the property of the Department. The Contractor/Provider must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.